

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. LINDA RUSSELL, )  
                        )  
                        )  
                        )  
Plaintiff,           )  
                        )  
                        )  
v.                     ) Case No.: CIV-12-85-HE  
                        )  
                        )  
1. FARMERS INSURANCE COMPANY, )  
INC., a Kansas for profit Insurance )  
Corporation,            )  
                        )  
Defendant.           )

**COMPLAINT**

**A. Parties**

1. Plaintiff, Linda Russell, is a citizen of the State of Oklahoma.
2. Defendant, Farmers Insurance Company, Inc., is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Kansas.
3. The principal place of business for Defendant, Farmers Insurance Company, Inc., is within the State of Kansas.
4. The Defendant, Farmers Insurance Company, Inc., is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
5. This action is not related to any other case filed in this court.

**B. Jurisdiction**

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

**C. Facts**

7. At all times material hereto the Plaintiff, Linda Russell, owned a home located at 1743 Brighton Avenue, in Oklahoma City, Oklahoma.

8. On or about September 11, 2011, Plaintiff's home and personal property was damaged as the result of a fire.

9. At all times material hereto, the Plaintiff, Linda Russell, was insured under the terms and conditions of policy number 93587-38-51, issued by the Defendant, Farmers Insurance Company, Inc.

10. At all times material hereto, Plaintiff, Linda Russell, complied with the terms and conditions of her homeowners' insurance policy.

11. Fire is a covered peril pursuant to the terms and conditions of the policy issued by the Defendant, Farmers Insurance Company, Inc.

**D. Count I Breach of Contract**

12. Plaintiff, Linda Russell, properly submitted her claim for fire damages and Defendant, Farmers Insurance Company, Inc., inventoried the damage to Plaintiff's home and personal property. Defendant, Farmers Insurance Company, Inc., improperly depreciated Plaintiff's property resulting in an improper payment to the

Plaintiff, Linda Russell. Defendant, Farmers Insurance Company, Inc., intentionally and unreasonably over depreciated Plaintiff's property as part of a company wide policy designed to save money by reducing claim payments that were due and owing.

13. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

**E. Count II Bad Faith**

14. Plaintiff, Linda Russell, properly submitted her claim for fire damages and Defendant, Farmers Insurance Company, Inc., inventoried the damage to Plaintiff's home and personal property. Defendant, Farmers Insurance Company, Inc., improperly depreciated Plaintiff's property resulting in an improper payment to the Plaintiff, Linda Russell. Defendant, Farmers Insurance Company, Inc., intentionally and unreasonably over depreciated Plaintiff's property as part of a company wide policy designed to save money by reducing claim payments that were due and owing.

15. The Defendant, Farmers Insurance Company, Inc., was unreasonable in their investigation, evaluation and payment of Plaintiff's claim. Said unreasonable conduct constitutes bad faith for which extra-contractual damages are hereby sought.

**F. Count III Punitive Damages**

16. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiff's homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which

punitive damages are hereby being sought.

**G. Demand for Jury Trial**

17. The Plaintiff, Linda Russell, hereby requests that matters set forth herein be determined by a jury of her peers.

**H. Prayer**

18. Having properly plead, Plaintiff, Linda Russell, hereby seeks contractual, bad faith and punitive damages against the Defendant, Farmers Insurance Company, Inc., all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/Michael D. McGrew

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